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Union: **Frankfort-Schuyler CSD Unit #7107, CSEA, AFSCME, AFL-CIO**

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AGREEMENT

by and between the
SUPERINTENDENT OF SCHOOLS

of the
FRANKFORT-SCHUYLER CENTRAL
SCHOOL DISTRICT

and
CSEA, Local 1000 AFSCME,
AFL-CIO



Frankfort-Schuyler CSD Unit #7107
Herkimer County Local 822

RECEIVED July 1, 2005 - June 30, 2009

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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PREAMBLE

The Board of Education of Frankfort-Schuyler Central Schools (herein called the Board), Superintendent of Schools, and the Civil Service Employees Association (herein called the CSEA), recognize that the primary function to the Board and its non-instructional staff is to assure that each student attending the Central Schools obtain the highest level of educational opportunities possible.

The Board recognizes that the non-instructional staff is vitally important in providing the proper setting for educational opportunities.

The Board and the CSEA believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation, and effective communications exist between the Board and its non-instructional staff. A free and open exchange of views is desirable and necessary, with all parties participating in deliberations. The said agreement that is executed shall be the contract governing salaries and terms and conditions of employment for all persons in the negotiating unit for the period July 1, 2005 through June 30, 2009. Therefore, the Board and the CSEA hereby adopt the following:

ARTICLE I - RECOGNITION

1.1 *Recognition*

The Frankfort-Schuyler Central School District (hereinafter the District) recognizes the Civil Service Employee Association, Inc., Local 1000, AFSCME, AFL-CIO (hereinafter CSEA) as the sole and exclusive bargaining representative for the purpose of establishing salaries, wages, hours and other terms and conditions of employment as defined in Section 201(4) of the Civil Service Law, for members of the defined Bargaining Unit.

Herkimer County Local 822, Frankfort-Schuyler Central School District, Unit 7107 is a subdivision of the CSEA.

1.2 *Titles*

The Bargaining Unit includes the following titles: Cleaner, Custodian, Senior Custodian, Maintenance Worker, Typist, Account Clerk/Typist, Account Clerk and Account Clerk/Bus Scheduler. Excluded from the unit are all Teachers, Administrators, all other certified personnel, the Superintendent of Schools, the Business Administrator, and Secretary to the Superintendent.

1.3 *Management Rights*

The Board and the Unit recognize that the Board is legally constituted body responsible for the determination of policies covering all aspects of education in the school district. The District reserves the authority and right to direct and manage the workforce except as specifically limited by this agreement.

This includes the right to determine the mission, policies and objectives of the District and the facilities, methods and means for doing so including selection, assignment, retention and evaluation of staff.

1.4

Membership

The regular membership dues of the CSEA shall be deducted from each employee's pay that is represented by CSEA. The District also agrees to accord the payroll deduction privilege to any employee who desires to purchase CSEA insurance services.

Deductions shall be remitted to CSEA, P.O. Box 7125, Capital Station, Albany, New York 12224.

1.5

Agency Shop

In accordance with the agency shop provisions enacted by the 1976-1977 New York State Legislature, it is understood that each employee who is a member of the Bargaining Unit as defined in this Agreement, but not a member of the Association shall be liable to contribute to said Association an amount equivalent to Association dues as are authorized, levied and collected from the general membership of the Association in accordance with the provisions of Section 1.5 above.

The CSEA shall indemnify the District and hold harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by the District for the provision of complying with the provisions of this Article.

ARTICLE II - NEGOTIATION PROCEDURES
--

2.1

Negotiations

The Board, or representatives designated by the Board, will meet with representatives designated by the Unit, for the purpose of discussion and reaching mutually satisfactory agreements.

The Board, or its representatives, and the representatives of the Unit shall meet at mutually agreed upon times and places outside of school hours for the purpose of effecting a free exchange of facts, opinions, proposals, and counterproposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Meetings shall not exceed three (3) hours in length.

During the period of negotiations and prior to reaching an agreement for submission to the Board and the Unit, the proceeding of the Negotiations shall not be released without prior approval of both parties. In the event that both parties agree that they have reached an impasse, news releases may be made by either party.

Either party may call upon consultants to assist in preparing negotiations to advise them, or appear for them, in negotiating sessions. The expense of such consultants shall be borne by the party requesting them.

When agreement is reached covering the matters under discussion, the proposed agreement shall be reduced to writing as a Memorandum of Agreement and submitted to the Unit and to the Board for approval. Following approval by the Unit as required by its by-laws, and by a majority of the Board, the Board will take such actions as are necessary to make such agreed upon proposals official, and enter into a written agreement with the Unit.

In the event of impasse, the Board or the Unit may request assistance of PERB.

ARTICLE III - LEAVE POLICY

3.1

Sick Leave

Sick leave shall be granted to employees on the basis of one (1) day per month (13 days per year for 52-week employees and 11 days per year for 44-week employees). Sick leave shall be pro-rated for all employees working less than full time. Employees may accumulate sick leave up to 225 days. Employees shall be given an account of their accumulated sick leave time upon request, in writing, to the Business Office. Absences for illness on holidays shall not be counted against accumulated sick leave. After three (3) consecutive days of absence in any one school year, an employee may be required to provide verification from a physician as to the nature of illness to the appropriate district representative.

If an employee separates from the District and has used more sick leave than he/she has earned, the days used over those earned will be deducted from the employee's final paycheck.

3.2

Sick Leave Bank

- a) Eligibility - All employees covered under the current contract between the Association and the District are eligible for participation in the Sick Leave Bank after the completion of one (1) full year of employment.
- b) Personnel working less than full-time shall contribute sick leave days on a pro-rata basis, i.e. 25% employee, 25% of a day.
- c) The parties agree that the Board shall have no obligation to contribute any days at any time to the Sick Leave Bank.
Any and all days needed to fund this bank either at the initial implementation or during the course of this agreement shall be contributed solely by bargaining unit members.

- d) Each member of the bargaining unit shall contribute one (1) day of leave per year in order to withdraw days from this bank and receive benefits under this section.
- e) No person shall be entitled to any days herein who have specifically not contributed.
- f) Individual accumulated leave must be fully exhausted before the Sick Leave Bank Committee shall grant benefits under this provision.
- g) The Committee, which will consist of the Superintendent of Schools or his/her designee and three (3) representatives from the Association, will assess each request on a case-by-case basis. It is understood, however, that the purpose of this bank is to assist bargaining unit members in catastrophic matters after all other leave provisions have been exhausted.
- h) The committee has the right to request any information relative to each request including and not limited to a doctor's certificate to certify the person's condition.

3.3

Bereavement Leave

In the event of death in the immediate family of an employee, bereavement leave up to and including three (3) days shall be granted to employees.

Immediate family shall be defined as: mother, father, husband, wife, son, daughter, grandmother, grandfather, grandson, granddaughter, sister, brother and domestic partner. The above terms shall include natural, in-law and step relatives.

One (1) work day off with pay for death in the family other than immediate family shall apply to aunts, uncles, nieces and nephews.

3.4

Sickness in the Family

Employees shall be allowed four (4) days off with pay annually in the event of illness in the immediate family, which requires the employee's personal attention. Immediate family is as defined in 3.3 above, except that family shall not include brother-in-law or sister-in-law. If additional days are needed, the employee may utilize sick leave with approval of the Superintendent.

3.5

Personal Days

Employees shall receive two (2) personal days per year, upon prior approval of the Superintendent or his/her designee. In the event of an extreme emergency, an additional personal day may be granted with the express permission of the Superintendent or his/her designee. One (1) additional personal day shall be given by the Superintendent or his/her designee in the event a unit member adopts a child.

Unused annual personal days shall be added to accumulated sick days within the maximum of 225 days. Personal days shall not be used to extend a holiday, vacation or recess period without the prior approval of the Superintendent of Schools.

3.6

Jury Duty

Employees shall be granted a leave of absence with pay when they are required to report for jury duty. The employee shall also be allowed to keep the remuneration for expenses provided by the Court. The employee must notify his/her department head of jury selection no later than his/her first scheduled shift following receipt of the notice.

3.7

Child Care Leave

Normal sick leave shall be available for pregnancy and childbirth. An employee may request and be granted an unpaid leave of absence of up to one (1) year for child rearing. Such a leave must be requested in writing to the Superintendent. Child rearing leaves may be requested by mother or father after childbirth or adoption. If an unpaid child rearing leave follows the mother's childbirth, it shall begin on the date the physician certifies that the period of disability is ended, or when the employee's paid sick leave is exhausted, whichever occurs first. If the father requests an unpaid leave, or if an unpaid child care leave follows an adoption, or if the leave does not immediately follow childbirth, it shall begin on a date mutually agreed between the District and the employee who requested the leave.

3.8

Association Leave

Except where emergency circumstances prohibit the President of the Unit or his/her designee shall be granted leave with pay to attend official meetings of the CSEA, not to exceed three (3) days per year. Requests for such leave shall be submitted, in writing, to the appropriate Administrator at least five (5) work days in advance of such meetings.

3.9

Unused Snow Days

In the event two (2) snow days are unused during the school year, one (1) of such unused snow days will be considered a school closing on the Friday before Memorial Day provided, however, that no loss of State Aid is incurred because of it. If loss of State Aid does result due to the above, school will remain open.

ARTICLE IV - VACATIONS AND HOLIDAYS

4.1 a) ***Vacations***

Vacations with pay shall be granted to employees who are scheduled to work 52 weeks in each year as follows:

<u>Years of Service</u>	<u>Vacation Period</u>
1 year in the District	1 week
2 through 7 years in the District	2 weeks
8 through 10 years in the District	3 weeks
Over 10 years in the District	3 weeks plus one day for each year over 10, up to a limit of 10 additional days.

b) Employees who work 52 weeks per year, but less than seven (7) hours per day, shall receive vacations as provided herein, but his/her total pay for such period of vacation shall be the amount which would have been due him/her if he/she had been working regularly at his/her usual hours for such period. The first two weeks of vacation may be used when school is in session upon the approval of the immediate supervisor, subject to the approval of the Building Principal and the Superintendent of Schools. Any employee who is to receive a third, fourth or fifth week of vacation will be canvassed by the Building Principal and the Building Principal will arrange a vacation schedule to suit the individual's own convenience, provided it has the approval of the Superintendent of Schools. Clerical workers and stenographers shall be assigned vacation periods by the Building Principal, which will interfere as little as possible with the work required in the office to which they may be assigned. Maintenance employees shall be assigned vacation periods by the Superintendent of Building and Grounds. Upon retirement, death or permanent layoff, a bargaining unit member shall receive any accrued and unused vacation days with pay. Employees must give at least fourteen (14) days prior notice upon separation from service in order to be eligible for payment of unused vacation days.

c) Any Association member who receives vacation benefits and has not used all vacation time during any school year will be allowed to carry over ten (10) days of vacation as a maximum to the next calendar year.

4.2

Holidays

Full-time 52 week employees shall receive 13 holidays with pay so long as school is not in session. These days are:

New Years Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
July 4 th	Christmas Day
Labor Day	

Full time 44 week employees shall receive 12 holidays with pay so long as school is not in session. These holidays are listed above excluding July 4th.

Holidays that fall on Saturday will be observed the day before, on Friday. Holidays that fall on Sunday, will be observed on the day after, on Monday. In situations not covered by the above sentence, the Superintendent shall identify a date when the holiday(s) will be observed.

ARTICLE V - HEALTH AND DENTAL INSURANCE
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5.1

Health Insurance

All employees shall contribute 9% of the cost of the health insurance premium for either the individual or the family plan effective July 1, 2005. Effective July 1, 2006, and thereafter, contribution increases shall be limited to a maximum of 12.5% of the previous year's contribution.

The plan will consist of coverage equivalent to or better than the plan in effect on June 30, 1990 for \$10,000 Life Insurance, \$10,000 Accidental Death or Dismemberment, Comprehensive Medical with calendar year deductibles of \$100 for individuals and \$200 for families, a lifetime maximum of \$1,000,000. The Prescription Drug co-pay will be \$5 for Generic, \$10 for Brand Name or Better and \$0 for Mail Order. The Board reserves the right to change carriers at any time as long as equivalent or better coverage is obtained. When the District initiates a study of comparable carriers, the Union will be advised and involved in such a study.

Individuals electing dependent coverage in the program shall either authorize the payroll deduction for the required annual payment set out in 5.1 or shall arrange for cash payments to the District over the same period.

Effective July 1, 2005, unmarried dependent children who are under 19 years of age are eligible for health insurance as dependents.

Unmarried dependent children who are age 19 or over, but under age 25, are eligible if they are full time students at an accredited school, college or other educational institution or otherwise not eligible for employer group coverage.

5.2 *IRS 125*

The District will implement the Pre-Tax Plan (IRS 125 Plan).

5.3 *Vision Insurance*

The Board will provide for all employees the American Medical Insurance Company - Optical Schedule C.

5.4 *Retiree Health Insurance*

The same health insurance, excluding life insurance and accidental death and dismemberment benefits, and co-payment as shown in Section 5.1, shall be provided to all employees who have worked a minimum of ten (10) years in the Frankfort-Schuyler School District and who are eligible for retirement benefits under the New York State Employee's Retirement System within 6 months of leaving Frankfort-Schuyler School District employment.

Such employees must also have participated in the District's health insurance plan in each of the last five (5) years of their employment with the District.

5.5 *Dental Plan*

The Board shall pay 100% of the cost of the individual's coverage for employees electing to participate in the dental plan, with coverage equivalent to or better than the plans in effect on June 30, 1990 for Program B, Crowns, Periodontics and Prosthetics and Program C coverage of Basic and Orthodontic. When the District initiates a study of comparable carriers, the Union will be advised and involved in such study.

Employees electing spouse coverage will contribute \$135.60 annual premium and those electing family coverage will contribute \$167.40 annual premium.

To be eligible to participate in the above Health Insurance Plans, bargaining unit members must have a regular work schedule of 20 hours or more per week. Employees working less than the minimum hours per week may apply to purchase coverage at their expense subject to the terms of the policy. Bargaining unit members on leave without pay shall also be allowed full participation provided the total cost of the coverage is paid to the District before the applicable due dates.

5.6

Health Insurance Opt-Out

All employees who have health insurance coverage will have an option to buy out of the health insurance coverage, as long as they and/or their family continue to have health insurance coverage elsewhere.

Employee must submit proof of alternative insurance at the time of such election to opt out and must sign a waiver absolving the District for liability of uninsured medical costs. Such employee must make opt out election annually. The buy-out will be as follows:

An employee will receive \$1,100 in June of each year he/she opts out of their health insurance plan – family or individual. Any employee who has elected to opt out from coverage may rejoin the program immediately without being subjected to any exclusion based on pre-existing conditions, upon the occurrence of any of the following events:

- a) Death of covered spouse;
- b) Divorce from covered spouse;
- c) Loss of spouses' coverage for any other reason.

In the event that the employee elects to rejoin the program at any other time, such employee will be limited to rejoining during the window periods as set forth by the Plan.

Under no circumstances will an employee who has opted out from the health insurance program under the provisions of this section, suffer any loss of health coverage upon re-entry in the health insurance program.

Nothing contained herein shall preclude an employee who has elected to opt out of the program from rejoining the health insurance program, and carrying such health insurance benefits into retirement, the same as if such employee had maintained active status in the health insurance program for a period in which he/she elected to opt out from coverage.

5.7

Dual Coverage

In the event the District employs both spouses, health insurance shall be limited to two single coverage policies or one family policy.

ARTICLE VI - RETIREMENT

6.1

New York State Retirement

The Board shall continue to provide "Improved Career Retirement Plan" as enacted in Section 75i of the Retirement and Social Security Law, "Guaranteed Ordinary Death Benefits" as enacted in Section 60-b of such law, to employees in the service-negotiating unit.

6.2

Retirement Award

Retirement Award - Unit members who retire under the New York State Employees' Retirement Plan and who have a minimum of ten (10) years of service with the District shall be entitled to a retirement Award in the amount of \$20 per day for one-half (1/2) the number of sick leave days the employee has accumulated up to the date of retirement. Such award shall be paid to the employee in a lump sum on or about the date of the employee's retirement. An employee, to be eligible for such award, must notify the Superintendent of such intent to retire sixty (60) calendar days prior to the date of retirement.

In lieu of the above, an employee may elect to retire under Option 41j of the NYS Retirement Plan, which allows for the application of unused sick leave as additional service credit upon retirement (165 days maximum.)

ARTICLE VII - COMPENSATION

7.1

Salary Schedule

The salary schedules attached hereto are hereby made a part of this Agreement, and shall govern payments of salaries for the fiscal years 2005-2006, 2006-2007, 2007-2008, and 2008-2009. Refer to Appendix "D."

A full-time employee transferred to a higher salary column at the request of the Board of Education shall start receiving the salary required in that column, at the same step the employee occupies in the lower paid column. The new salary rate shall begin on the day the employee starts the new assignment, and shall continue until the assignment ends. All new employees will be hired at Step 1.

7.2

Longevity

All full-time employees who work 10 months per year or longer shall receive longevity payments as follows:

After 10 years of continuous service	\$200
After 15 years of continuous service	\$800
After 20 years of continuous service	\$1600
After 25 years of continuous service	\$2400
After 30 years of continuous service	\$3000

Longevity payments shall begin on the employee's anniversary date of employment as follows: At the 10th, 15th, 20th, 25th, and 30th anniversary date. These payments are non-cumulative.

7.3

Additional Payments

The current five hundred dollar (\$500.00) stipend received by Typist/Attendance Clerk will be paid in two (2) installments and more specifically in December prior to Christmas and in June prior to the conclusion of the School year by request. The incumbent who provides extra-curricular activities' duties will receive a \$1,000 stipend.

7.4

Payroll Deduction

The Board shall deduct at least once monthly, as determined by the Administration, such amounts of money from the wages of an employee as is authorized by that employee in writing on a form provided by the Board. Said money will then be remitted by the Board to the Civil Service Employees' Association, Inc., and receipt of said money by the organization shall discharge the Board from any further liability therefore either to the organization, the employees, or his/her estate. Such written authorization may be revoked by the employee by executing a revocation on the form signed in the Board's office.

Employees shall be allowed to have Credit Union and Tax Sheltered Annuities payroll deductions; changes may be made in payroll deductions twice a year between September 1 and September 15 and January 1 and January 15.

7.5 a)

Work Day

Eight (8) scheduled hours per day - First Shift, 7 a.m. to 3:30 p.m.; Second Shift, 3 p.m. to 11:30 p.m. - shall constitute a day's work and forty (40) hours per week, Monday to Friday inclusive, shall constitute a week's work except as to clerical workers and stenographers and as to them, seven (7) hours per day shall constitute a day's work, and thirty-five (35) hours per week, Monday to Friday, inclusive, shall constitute a week's work. The Administration shall have the right to insure orderly operation of the schools, and to provide for unusual conditions. Whenever possible, the Association will be notified in advance of a change in working hours.

- b) It is understood that the District may create a new position for custodians or cleaners, which will not effect existing personnel or positions, that may be scheduled at times other than their normal work day/week of Monday through Friday and at times other than the normal time for the current shifts. One example of this would be the creation of a new position working on a Tuesday through a Saturday, starting at 12:00 noon.
- c) Overtime pay, based on employee's base pay, will be paid full time workers for all time over eight (8) hours per day and forty (40) per week (except for clerical titles, all time over seven (7) hours per day and thirty-five (35) hours per week as to them), at one and one-half times the employee's regular rate. No employee shall be required to work a split shift, without the employee's approval.

In addition, any hours worked between the hours of midnight and 6:00 a.m. shall be considered overtime and paid at one and one-half times the employee's regular rate. The Administration will continue to divide any overtime work necessary as equally as possible among the employees in the District as circumstances and qualifications permit, upon application of said employees at the beginning of each school year to be placed on an overtime listing. Sick leave will not be included as time worked when computing overtime hours.

- d) When an employee is assigned to perform in a higher classification for three (3) consecutive days or more, the employee will receive Out of Title Pay beginning with the fourth day.

7.6 ***Night Differential***

A full-time employee, that is, one who works a full eight (8) hour shift, five (5) days a week, who commences work after 2:30 p.m., shall receive a night differential at the rate of \$1000. Said differential shall be maintained so long as said employee is employed full time and regularly assigned to a shift, which commences after 2:30 p.m. Summer and recess assignments shall have no effect on differential payment.

7.7 ***Weekends and Holidays***

The senior custodian or assigned employee of the three (3) school buildings shall check the buildings of the District on Saturday, Sunday and holidays during the school year and shall receive one (1) hour's pay at overtime rates on each Saturday, Sunday and holiday. If a senior custodian or the assigned employee discover an emergency condition requiring immediate work during the check, they shall promptly notify Administration, and they will be paid for work performed as authorized by the Administration pursuant to paragraph 7.8. The assigned employee shall be responsible for building checks when the senior custodian is on vacation.

7.8 ***Emergency Call In***

If any employee is called in to work outside his/her regular working hours because of emergency, two (2) hours pay shall be guaranteed. In no event shall an employee be deprived of working his/her regularly assigned shift because of an emergency call-in.

7.9 ***Snow or Emergency Days***

Custodians and maintenance personnel who work on snow and emergency days shall be paid double time for hours worked, if any.

A snow or emergency day is defined as any scheduled school day on which the Superintendent of Schools or his/her designee cancels school for the day before the commencement of the school day because of weather or emergency conditions.

7.10

Volunteer Fire and Ambulance Department

Volunteer Fire and Ambulance Department members shall be paid the time lost from work while on a fire or ambulance call during working hours provided they report to work immediately after the fire or ambulance call is completed.

7.11

Mileage Rate

Any employee who reports to two or more schools on any one day as part of his/her normal assignment, provided that one of the schools is the West Frankfort School, will be paid traveling expenses at the prevailing IRS rate.

ARTICLE VIII - CONDITIONS OF EMPLOYMENT
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8.1

Conditions of Employment

- Each employee shall be at his/her place of work at the beginning of his/her scheduled work period, and shall as promptly as possible report for duty during an emergency when called. If an employee is unable to report to work, he/she shall personally notify his/her supervisor or other designated administration representative no less than one (1) hour prior to the start of his/her work period.
- If any employee is unable to report for work on time, he/she will personally contact his/her supervisor or designated administration representative and state the reason for such delay and approximate time he/she will arrive for work.
- Employees shall perform work assigned to them by persons in authority over them.
- Employees assigned to a building shall obtain permission from their building principal or other person designated by the Administration before leaving the building except during lunch periods.
- Each employee shall immediately report to the Business Office any deviation or errors in his/her pay.
- Each employee shall adhere strictly to safety rules and procedures, use safety equipment when specified, and shall immediately report unsafe procedures and conditions to the person in authority over him/her.
- The physical appearance of each employee shall be neat and clean, and of a nature which will present a proper example to the pupils.

- The efficient performance of work assigned to them requires that the employees follow proper rules of conduct. The following list, which is not represented as all-inclusive, represents behavior, which is not acceptable. Employees failing to follow rules of good conduct are subject to disciplinary action, ranging from oral reprimand to immediate discharge, depending upon the seriousness of the offense and the nature and frequency of past violation:
 - Unauthorized absence or tardiness.
 - Loafing or sleeping during assigned working hours.
 - Loitering off school grounds during assigned working hours.
 - Insubordination – Failure to follow specific instructions or refusal to follow orders of person in authority.
 - Unauthorized use of materials or equipment.
 - Unsafe practices and poor housekeeping.
 - Obscene or abusive language.
 - Falsifying and records or reports.
 - Punching the time card of another employee, or permitting another person to punch employee's time card.
 - Removing school property from school premises without appropriate authorization.
 - Gambling, bookmaking, selling lotteries on school property.
 - Violating safety rules.
 - Acts of physical violence, including horseplay, which can result in bodily harm to another person.
 - Immoral or indecent conduct.
 - Reporting to work under the influence of narcotics, in possession or narcotics on school property.

- Reporting to work under the influence of intoxicants, drinking or possession of intoxicants on school property.
- Promoting, or participating in any kind of strike, work stoppage, or concerted interference with the operation of schools in the District.
- Deliberately damaging, defacing, or misusing school property.

8.2 *Time Clocks*

Time clocks shall be installed in each of the buildings and the employees shall ring in and out when starting and finishing work, and for their lunch periods.

8.3 *Evaluation*

Each probationary employee will be evaluated by his/her immediate supervisor at least twice during his/her probationary period.

Each permanent employee will be evaluated by his/her immediate supervisor at least once each calendar year.

Each evaluation will be in writing on a form provided by the District. The evaluator and the employee shall both sign and date the evaluation. The employee's signature indicates only that he/she has seen the completed evaluation, not that he/she necessarily agrees with its contents.

An employee may have a conference to discuss the evaluation with his/her supervisor upon the employee's request. The supervisor shall have the right to call such a conference.

Each employee will receive a copy of each of his/her evaluations.

8.4 *Non-District Employees*

Employees who are not residents of the district may enroll their children in the district without paying tuition.

ARTICLE IX - GRIEVANCE PROCEDURE

9.1 *Purpose*

It is the policy of the Board and the Unit that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the aggrieved party to the settlement but shall not be a precedent in a later grievance proceeding.

9.2

Definitions

A "grievance" is any alleged violation of this contract or any dispute with respect to the contract's meaning or application.

An "employee" is any person in the service unit as defined in the by-laws adopted by the Board of Education on December 13, 1967.

An "aggrieved party" is (1) an employee or group of employees who sign and submit a grievance or, (2) the Unit when it submits a grievance which relates to the Unit as a whole.

9.3

Submission of Grievances

Before submission of a written grievance, the aggrieved party must attempt to solve it informally.

Each grievance shall be submitted in writing on a form similar to the form attached hereto and shall identify the aggrieved party; the provision of this contract involved in the grievance; the time when and the place where the alleged events or conditions constituting the grievance existed; the identity of the person, if known to the aggrieved party, responsible for causing such event or conditions; a general statement of the grievance and redress sought by the aggrieved party; the name of the person or organization which will represent the aggrieved party; and the signature of the aggrieved party or parties.

A grievance shall be deemed waived unless it is submitted within ten (10) calendar days after the aggrieved party knows or should have known of the events or conditions on which it is based.

An employee or group of employees may submit grievances, which affect them personally and shall submit such grievances to the Department Head.

The Unit may submit any grievance, which relates to the Unit as a whole and shall submit such grievances directly to the Chief School Administrator.

The aggrieved party is entitled to representation by a person or organization of his/her choice at every step of the grievance proceeding.

9.4

Procedure

The Department Head shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the Department Head or if no response is received within seven (7) calendar days after the submission of a grievance, such aggrieved party may, within the next seven (7) calendar days submit a copy of the grievance to the Chief School Administrator.

The Chief School Administrator or his/her designated representative shall confer with the aggrieved party with respect to the grievance and shall deliver to the aggrieved party a written statement of his/her position with respect to it no later than ten (10) calendar days after it is received by him/her.

In the event the aggrieved party is not satisfied with the statement of the Chief School Administrator with respect to a grievance, he/she may within fifteen (15) calendar days after receiving such statement, submit the grievance to the Board of Education and the Board of Education, providing it receives at least five (5) days notice, shall hear the matter at its next regular Board meeting.

GRIEVANCE FORM

Party Alleging Grievance: _____

Contract Provision Involved: _____

Time When and Place Where Alleged Grievance Occurred: _____

Identity of Person Alleged to be Responsible: _____

General Statement of Grievance and Redress Sought: _____

Name of Representative, If Any: _____

Signature(s) of Persons Alleging Grievance

Date

ARTICLE X - MISCELLANEOUS

10.1 *Reopening Negotiations*

The Board and the Unit agree that all negotiable items have been discussed during the negotiations leading to the Agreement, and therefore agree that negotiations shall not be reopened on any item, whether contained herein or not, during the life of this Agreement, unless by mutual agreement of both parties.

10.2 *Official Policies*

No official policies heretofore adopted by the Board are modified, abrogated or amended by this Agreement, except as specifically provided herein.

10.3 *Individual Agreements*

Any individual arrangements, agreements, or contracts between the Board and an individual with respect to salaries, terms and conditions of employment shall be consistent with the salaries, terms and conditions of this Agreement.

10.4 *Distribution*

Copies of this Agreement shall be reproduced at the expense of the Board and the Unit shall be supplied with sufficient copies for all new members plus an additional twenty (20) copies.

10.5 *Taylor Law*

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY JUDGMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BE EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

10.6 *Posting, Bidding and Vacancies*

The administration will post all notices issued by the Herkimer County Civil Service Commission, as to examinations for positions in the District, on employee bulletin boards in each building. Vacancies for non-competitive positions will be posted as soon as known. In making appointments the Board will consider seniority and qualifications of the applicant.

10.7 *Transfers*

In the event members of the Unit are subject to transfer or are to be considered to fill a permanent job opening, the District shall take into consideration the seniority, qualifications, skills, abilities, and experience of the employees under consideration.

10.8 *Notification*

The District will notify the CSEA President of all new hires who are bargaining unit members.

10.9

Physicals

All medical examinations for employees required by the District policy shall be paid for by the Board.

10.10

Foul Weather Gear

The District will provide \$100 voucher in each year of the Contract for foul weather gear for employees who are assigned and required to work in situations requiring such gear. The voucher is limited to the purchase of boots and outer clothing.

10.11

Food Service Side Letter

The District will provide side letter to Association indicating Contract will be reopened if food service function returns to District. Refer to Appendix "C."

10.12

Seniority

Seniority shall be defined as the length of continuous, full-time service within the department in accordance with Civil Service Law.

Continuous service includes any time period when the employee is on the employer's active payroll and those periods when an employee is:

- a) On leave of absence, up to one year;
- b) On layoff;
- c) Absent from and unable to perform the duties of his position by reason of a disability resulting from illness/injury or occupational injury.
- d) Called to active military duty.

Seniority will not accrue while on leave in Sections a, b and c.

If two or more employees are hired or appointed on the same date, their relative seniority shall be cast by lot at the time of their appointment.

An employee loses his seniority only when one or more of the following occurs: he resigns (unless he is reinstated within one year); he is discharged; he retires or he refuses a recall.

10.13

Layoff and Recall

In the case of job abolishment, reduction in forces, lay-off and recall, the following procedure shall prevail.

In the event the employer plans to layoff employees in the bargaining unit for any reason, the employer will notify the union in writing of its plans at least one month prior to the date that such action is proposed to commence.

Upon notification to the union of such impending plans, a meeting shall be arranged between the parties within fifteen (15) calendar days of such notification to review the anticipated layoff and the effect it will have on employees within the bargaining unit.

If, after the execution of the above, the employer establishes that a layoff still is necessary, then such layoff shall be accomplished by laying off first all newly hired provisional employees within the job title, and secondly, all newly hired probationary employees. If further layoffs are necessary, the permanent employees shall be laid off as follows:

Competitive Class Employees will be governed by the appropriate Civil Service Statute.

Non-competitive employees shall be governed by the following layoff and recall procedure:

- a) In the event of a layoff within a non-competitive position, the employer shall determine the job title affected and then implement the layoff within the job title using the employees' total seniority within the District. The employee with the least seniority who is serving in the affected title shall be laid off first.
- b) An employee who is displaced in accordance with Section A may then bump the least senior employee in the next lower pay title in the department, providing the displaced person in Section A has more total seniority and is qualified than the least senior employee in the lower pay title.
- c) An employee who has been laid off from the District under Section a or b above shall be placed on a preferred hiring list for a period not to exceed two (2) school years. Employees shall be recalled in the reverse order of layoff. It is understood that no new employees will be hired within the job title until all employees on the preferred hiring list have been recalled or have refused recall.

Any employee to be laid off will receive no less than fourteen-calendar (14) days notice, such notice to be delivered by hand. The employer shall forward to the union a list of all employees who are laid off.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement

the 13th day of July, 2006, by their duly authorized officers.

FOR THIS DISTRICT

Robert F. Reina
Robert F. Reina, Superintendent

Date: July 13, 2006

**THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
FRANKFORT-SCHUYLER CENTRAL SCHOOL UNIT, 7107**

Roxanne Gillen
Roxanne Gillen, President

Date: 7-13-06

Richard Britton
Richard Britton
CSEA Labor Relations Specialist

Date: July 13, 2006

APPENDIX A

SIDE LETTER 1

FRANKFORT-SCHUYLER CENTRAL SCHOOL

USE OF SCHOOL FACILITIES WITHOUT A CUSTODIAN ON DUTY

The Superintendent may authorize the use of district facilities without a custodian on duty for some groups and activities on a reasonable basis. Furthermore, this provision shall not prohibit future expansion of the work force or negative impact on promotions or overall opportunity. The District acknowledges that this provision is not intended to cause the layoff of any CSEA unit member. The District also acknowledges that a CSEA member will not be held responsible for any misuse of district facilities that may occur if there is no CSEA custodian on duty. If CSEA believes that the exercise of this right is unreasonable during the life of this agreement, the parties shall refer this issue to labor management meetings for further discussions.

The District agrees to discuss any disagreements of this side letter in labor management meetings during the life of this agreement.

FOR THIS DISTRICT:

Robert F. Reina
Robert F. Reina, Superintendent

July 13, 2006
Date

FOR THE CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC.:

Roxanne Gillen
Roxanne Gillen, President

Richard Britton
Richard Britton
CSEA Labor Relations Specialist

Date: 7-13-06

Date: July 13, 2006

APPENDIX B

SIDE LETTER 2

FRANKFORT-SCHUYLER CENTRAL SCHOOL

MAINTENANCE WORK BY CONTRACTORS ON A LIMITED TASK BASIS

The District may provide for maintenance work by contractors on a limited task basis on school facilities in accordance with past practice. The parties agree that the past practice has been for the Head of Maintenance to hire a sub-contractor for a specific task or type of work. The Superintendent would then make the decision to either contract out the work or not. An example of this is non-routine field maintenance.

The District agrees to discuss any disagreements of this side letter in labor management meetings during the life of this agreement.

FOR THIS DISTRICT:

Robert F. Reina
Robert F. Reina, Superintendent

July 13, 2006
Date

FOR THE CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC.:

Roxanne Gillen
Roxanne Gillen, President

Richard Britton
Richard Britton
CSEA Labor Relations Specialist

Date: 7-13-06

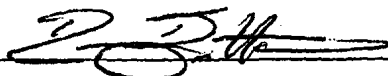
Date: July 13, 2006

APPENDIX C

SIDE LETTER 3

MEMORANDUM OF AGREEMENT

This is to confirm the fact that the District agrees to reopen the contract for purposes of negotiating for employees assigned to the food service function should that function revert to the District during the life of this contract.

For the Association:  Date: July 13, 2006

For the District: Robert F. Reini Date: July 13, 2006

APPENDIX "D"

SALARY SCHEDULES 2005 - 2009

Account Clerk

Step	2005-06	2006-07	2007-08	2008-09
A	20,104	20,868	21,661	22,473
B	20,104	20,868	21,661	22,473
C	20,384	20,868	21,661	22,473
D	20,678	21,158	21,661	22,473
E	20,986	21,464	21,962	22,473
F	21,391	21,783	22,280	22,786
G	21,798	22,204	22,611	23,115
H	22,207	22,626	23,048	23,459
I	22,612	23,051	23,486	23,912
J	23,020	23,472	23,926	24,367
K	23,427	23,895	24,364	24,824
L	23,834	24,317	24,803	25,277
M	24,241	24,740	25,241	25,733
N	24,649	25,162	25,680	26,188
O	25,056	25,586	26,119	26,643
P	25,463	26,008	26,558	27,098
Q	25,869	26,431	26,996	27,554
R	26,276	26,852	27,435	28,008
S	26,685	27,274	27,872	28,464
T	27,090	27,699	28,311	28,918
U	27,498	28,120	28,751	29,372
V	27,905	28,543	29,188	29,829
W	28,312	28,965	29,627	30,283

NOTE: \$500 Stipend shall be paid to the above schedule for Account Clerk Typist.

Account Clerk/Bus Scheduler

Step	2005-06	2006-07	2007-08	2008-09
A	19,987	20,747	21,535	22,343
B	19,987	20,747	21,535	22,343
C	19,987	20,747	21,535	22,343
D	20,558	20,747	21,535	22,343
E	20,864	21,339	21,535	22,343
F	21,270	21,657	22,150	22,343
G	21,678	22,078	22,480	22,981
H	22,084	22,501	22,917	23,323
I	22,493	22,923	23,356	23,776
J	22,899	23,348	23,795	24,232
K	23,305	23,769	24,235	24,687
L	23,713	24,191	24,672	25,144
M	24,119	24,614	25,110	25,597
N	24,528	25,035	25,550	26,052
O	24,934	25,460	25,987	26,508
P	25,342	25,882	26,427	26,961
Q	25,748	26,305	26,865	27,418
R	26,155	26,726	27,305	27,873
S	26,562	27,149	27,742	28,328
T	26,970	27,571	28,181	28,782
U	27,377	27,995	28,619	29,238
V	27,784	28,417	29,058	29,692
W	28,191	28,840	29,497	30,148

Typist 52 weeks

Step	2005-06	2006-07	2007-08	2008-09
A	19,049	19,772	20,524	21,293
B	19,049	19,772	20,524	21,293
C	19,313	19,772	20,524	21,293
D	19,592	20,047	20,524	21,293
E	19,883	20,337	20,809	21,293
F	20,290	20,638	21,109	21,589
G	20,696	21,061	21,422	21,901
H	21,104	21,482	21,862	22,226
I	21,510	21,906	22,299	22,682
J	21,918	22,328	22,738	23,135
K	22,325	22,751	23,176	23,591
L	22,732	23,173	23,616	24,045
M	23,139	23,595	24,054	24,501
N	23,545	24,019	24,492	24,956
O	23,953	24,440	24,931	25,411
P	24,361	24,863	25,368	25,866
Q	24,768	25,286	25,808	26,320
R	25,174	25,709	26,247	26,776
S	25,582	26,131	26,686	27,231
T	25,988	26,554	27,123	27,687
U	26,397	26,976	27,563	28,141
V	26,803	27,400	28,001	28,596
W	27,209	27,821	28,441	29,051

Typist 44 weeks

Step	2005-06	2006-07	2007-08	2008-09
A	16,746	17,383	18,043	18,720
B	16,746	17,383	18,043	18,720
C	16,978	17,383	18,043	18,720
D	17,220	17,623	18,043	18,720
E	17,476	17,875	18,292	18,720
F	17,819	18,140	18,554	18,978
G	18,164	18,496	18,829	19,250
H	18,508	18,854	19,199	19,535
I	18,853	19,211	19,570	19,919
J	19,198	19,570	19,941	20,304
K	19,541	19,927	20,314	20,689
L	19,887	20,284	20,685	21,075
M	20,230	20,642	21,055	21,460
N	20,575	20,999	21,427	21,844
O	20,919	21,356	21,797	22,230
P	21,264	21,714	22,168	22,614
Q	21,608	22,072	22,539	22,999
R	21,954	22,429	22,910	23,384
S	22,298	22,788	23,281	23,769
T	22,641	23,145	23,654	24,154
U	22,986	23,502	24,025	24,541
V	23,329	23,859	24,395	24,926
W	23,674	24,216	24,766	25,310

Custodians

Step	2005-06	2006-07	2007-08	2008-09
A	21,387	22,200	23,043	23,907
B	21,387	22,200	23,043	23,907
C	21,703	22,200	23,043	23,907
D	22,027	22,528	23,043	23,907
E	22,354	22,864	23,384	23,907
F	22,761	23,203	23,733	24,261
G	23,168	23,626	24,085	24,623
H	23,574	24,049	24,523	24,988
I	23,982	24,470	24,963	25,443
J	24,390	24,893	25,400	25,899
K	24,795	25,316	25,839	26,352
L	25,581	25,737	26,278	26,808
M	26,367	26,553	26,715	27,264
N	27,153	27,369	27,562	27,717
O	27,938	28,185	28,409	28,595

Senior Custodians

Step	2005-06	2006-07	2007-08	2008-09
A	27,534	28,581	29,667	30,779
B	27,534	28,581	29,667	30,779
C	27,943	28,581	29,667	30,779
D	28,358	29,005	29,667	30,779
E	28,778	29,436	30,107	30,779
F	29,029	29,872	30,554	31,236
G	29,280	30,132	31,007	31,700
H	29,532	30,393	31,277	32,170
I	29,782	30,655	31,548	32,450
J	30,568	30,914	31,820	32,731
K	31,353	31,729	32,089	33,013
L	31,603	32,545	32,935	33,292
M	31,853	32,804	33,781	34,170
N	32,104	33,064	34,051	35,048
O	32,354	33,324	34,320	35,328

Cleaners

2005-06	2006-07	2007-08	2008-09
8.11	8.42	8.74	9.07

NOTE: Miscalculations shall be corrected upon discovery with the Employee or the District being made whole.